

# Agenda Item Form

Agenda Date: 8/24/04

Districts Affected: All

Dept. Head/Contact Information: [Museum of Art, Becky Duval-Reese, (915) 532-1707]

## Type of Agenda Item:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Staffing Table Changes   | <input type="checkbox"/> Board Appointments        |
| <input type="checkbox"/> Tax Installment Agreements                         | <input type="checkbox"/> Tax Refunds              | <input type="checkbox"/> Donations                 |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement                   | <input type="checkbox"/> Budget Transfer          | <input type="checkbox"/> Item Placed by Citizen    |
| <input type="checkbox"/> Application for Facility Use                       | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements                              | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application         |
| <input checked="" type="checkbox"/> Other <u>Personal Services Contract</u> |   |  |

## Funding Source:

- ☐ General Fund
- ☐ Grant (duration of funds: \_\_\_\_\_ Months)
- ☒ Other Source: Restricted Funds

## Legal:

☒ Legal Review Required      Attorney Assigned (please scroll down): Lupe Cuellar      ☒ Approved      ☐ Denied

Timeline Priority:   ☒ High      ☐ Medium      ☐ Low      # of days: \_\_\_\_\_

## Why is this item necessary:

To ensure proper organization and coordination of receptions, openings, donor luncheons and fundraising events for Museum members, patrons and guests. This position is funded by the Museum's restricted funds.

## Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary only

## Statutory or Citizen Concerns:

None anticipated

## Departmental Concerns:

None anticipated

18:9 11 91 90V 40

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **CRISTINA GRIJALVA-GARCIA**, to assist the Museum of Art as a Development Assistant, at an hourly rate of \$13.85, for 30 hours per week. The term of the contract shall be for the period of September 1, 2004 through March 31, 2005.

**APPROVED** this 24th day of August, 2004.

THE CITY OF EL PASO

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Joe Wardy  
Mayor

ATTEST:

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Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

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Guadalupe Cuellar  
Deputy City Attorney

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO   )

**PERSONAL SERVICES CONTRACT**

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **CRISTINA GRIJALVA-GARCIA**, hereinafter referred to as "Employee," witnesseth:

**WHEREAS**, the City, on behalf of the Museum of Art, desires to employ the Employee as a Development Assistant; and

**WHEREAS**, Employee possesses the skills to render said employment to the City.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1.     SCOPE OF SERVICES.   Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Museum of Art, in El Paso, Texas.

2.     TIME OF PERFORMANCE.   The services of Employee are to commence on or about September 1, 2004 and be completed by March 31, 2005.

3.     COMPENSATION AND METHOD OF PAYMENT.   Employee shall be paid at an hourly rate of Thirteen and 85/100 Dollars (\$13.85). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The City will provide no fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Museum of Art, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso  
Museum of Art  
Attn: Director  
One Arts Festival Plaza  
El Paso, Texas 79901

EMPLOYEE: Cristina Grijalva-Garcia

**IN WITNESS WHEREOF** the parties have executed this agreement at El Paso,  
Texas this 24th day of August, 2004.

CITY OF EL PASO

\_\_\_\_\_  
Joe Wardy  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

EMPLOYEE:

\_\_\_\_\_  
Cristina Grijalva-Garcia  
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Guadalupe Cuellar  
Deputy City Attorney

\_\_\_\_\_  
Becky Duval Reese  
Museums Director

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: \_\_\_\_\_, Secretary  
Date: 8/12/04

# **ATTACHMENT A**

## **SCOPE OF SERVICES**

### **DEVELOPMENT ASSISTANT**

Responsible for organizing and coordinating receptions, openings, donor luncheons and fundraising events for Museum members, patrons and guests. Serve as liaison between the Museum and festivals or events that include the Museum and/or Arts Festival Plaza.

████████████████████  
████████████████████  
████████████████████

# Cristina Grijalva-Garcia

## Objective

## Experience

1998-Present                      El Paso Museum of Art                      El Paso, Texas

### **Events Coordinator**

- Plan and organize special events and Museum programs.
- Oversee facility rental program.
- Provide administrative support related to development of Museum grants, membership, donor and public relations.

1976-1998                      El Paso Museum of Art                      El Paso, Texas

### **Administrative Assistant to the Director**

- Performed complex and varied office and administrative work.
- Assisted administrative personnel in the performance of administrative functions.
- Oversaw facility rental program.
- Oversaw membership program
- Assigned, supervised, and coordinated the work of one clerk typist, one Secretary I and many volunteers.

1982-1983                      City of El Paso/Mayor's Office                      El Paso, Texas

### **Executive Secretary to the Mayor**

- Took and transcribed dictation from the Mayor daily.
- Took and transcribed minutes of all meetings.
- Screened all calls.
- I responded to public inquiries and complaints in person, by phone or mail.
- I scheduled and canceled appointments for the Mayor
- I made all travel arrangements for the Mayor

1974-1976                      El Paso Visitors and Convention Bureau                      El Paso, Texas

### **Secretary II**

- Took and transcribe dictation from the Assistant Director daily.
- Typed contracts, reports, schedules of events, set-up instructions
- Kept files and records
- Relieved the switchboard operator
- Assisted in the Accounting Office
- Worked the night events counting money and helping out with the settlements
- Arranged board meetings and took minutes .

1973-1974                      City of El Paso/ Purchasing Department      El Paso, Texas  
**Secretary I**

Typed correspondence and filed.  
Prepared all Bid Specification Books. I typed the specifications, I bound the books, I distributed to bidders.  
Sent out bid notices to the newspapers

1969-1973                      Mayor's Youth Program                      El Paso, Texas  
**Administrative Assistant**

Managing of administrative office  
Record maintenance and accounting of a \$97,232 federal grant  
Supervision of all clerical work  
Assisting in all public relations activities

1966-1969                      El Paso County Board of Development      El Paso, Texas  
**Secretary**

Took and transcribed diction from the Director daily, typed memos, correspondence, reports and other material from rough draft, or composed them myself.  
I responded to public inquiries by phone and mail.  
Took and transcribed board meeting minutes.  
Made all travel arrangements for the Director.

1964-1966                      El Paso Chamber of Commerce              El Paso, Texas  
**Clerk Typist**

Assisted in the membership program  
Took and transcribed dictation from the Membership Director

**Education**

1959-1963	Ysleta High School	El Paso, Texas
1963-1964	Durham's Business College	El Paso, Texas

Business Science.

**Interests**